



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

June 30, 2005

IN REPLY PLEASE

REFER TO FILE: **W-9**

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**AGREEMENT FOR THE CONVEYANCE OF WASTEWATER BETWEEN THE  
COUNTY OF LOS ANGELES ON BEHALF OF THE CONSOLIDATED SEWER  
MAINTENANCE DISTRICT AND THE CITY OF WEST COVINA  
SUPERVISORIAL DISTRICT 5  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve the enclosed Agreement between the County of Los Angeles Consolidated Sewer Maintenance District and the City of West Covina.
2. Authorize and instruct the Chair of the Board of Supervisors to sign three original copies of the Agreement.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Agreement provides for the Consolidated Sewer Maintenance District to accept and convey wastewater from 22 residential properties recently annexed to the City of West Covina known as West Covina Annexation 2004-03. The topography and natural barriers in the vicinity of these properties make connection of the sewage system of the County of Los Angeles the most economical means of disposing wastewater from this area.

### **Implementation of Strategic Plan Goals**

This action is consistent with the County Strategic Plan Goal of Service Excellence since the sewage in the area will be efficiently conveyed by gravity through the County system.

### **FISCAL IMPACT/FINANCING**

The annual conveyance cost will be paid by the City of West Covina to the Consolidated Sewer Maintenance District.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

In accordance with Section 20793 et. seq. of the Public Construction Act and Section 6500 et. seq. of the Government Code, the Board of Supervisors of any county may enter into a contract agreement with the legislative body of any city for the purpose of joint use of facilities or disposal of sewage as designated in the enclosed Agreement.

Section 5471 et. seq. of the Health and Safety Code provides for any entity to collect or revise fees for charges for services and facilities furnished by it, within or outside its territorial limits.

### **ENVIRONMENTAL DOCUMENTATION**

This action does not constitute a project and is, therefore, exempt from the requirements of the California Environmental Quality Act.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no negative impact on current County services or projects during the performance of the recommended action.

The Honorable Board of Supervisors  
June 30, 2005  
Page 3

**CONCLUSION**

Please return two originals and one copy of the adopted Agreement to Public Works, Waterworks and Sewer Maintenance Division, for filing and forwarding to the City of West Covina.

Respectfully submitted,

DONALD L. WOLFE  
Acting Director of Public Works

JH:sr  
BDL633

Enc.

cc: Chief Administrative Office  
County Assessor  
County Counsel

## **AGREEMENT**

This Agreement ("Agreement") is made and entered into as of this 1<sup>st</sup> day of March, 2005, by and between the City of West Covina, a municipal corporation located in the State of California ("City") and the Board of Supervisors of the County of Los Angeles, State of California ("County"), acting as the governing body of the Consolidated Sewer Maintenance District ("Maintenance District").

## **WITNESSETH**

WHEREAS, the City requires an outlet to dispose of the sewage generated from those twenty-two (22) parcels of residential real property set forth on Exhibit "A" (City of West Covina Annexation No. 2004-03) (such parcels of real property, the "Properties") which Properties lie within the City's boundaries but outside of the boundaries of the Maintenance District; and

WHEREAS, the Maintenance District administers, operates, and maintains a sewage system (the "Sewage System") for the conveyance of sewage generated within its territorial boundaries; and

WHEREAS, the Sewage System has the size and capacity to handle the sewage disposal needs of the Maintenance District as well as disposal of the sewage generated from the Properties; and

WHEREAS, the excess capacity of the Sewer System to handle disposal of sewage over and above the needs of the Maintenance District may be used for the conveyance of sewage originating from the City without interfering with its use by the Maintenance District; and

WHEREAS, in order for the City's sewage systems to serve the Properties, it will be necessary to construct a local sewer line connecting the Properties to the Sewer System; and

WHEREAS, it will be of mutual benefit to each of the parties to this Agreement to provide for the City's discharge of sewage from the Properties through the Sewer System upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the City, County, and Maintenance District hereunder and of the promises herein contained, it is hereby agreed as follows:

### **(1) MAINTENANCE DISTRICT AGREES:**

- a. That City may connect a local sewer line from the Properties to the Sewage System.
- b. That City may discharge sewage from the Properties through the Sewage System.

- c. To be responsible for the maintenance of the said local sewer lines within its territorial boundaries.
- d. To invoice City annually no earlier than June 30 of each year for such year's Service Charge (as such term is defined in Paragraph (2)b herein below).

(2) CITY AGREES:

- a. To connect the Properties to the Sewage System. The work of construction of the local sewer line effectuating such connection shall be undertaken in accordance with plans and specifications approved by the City Engineer of the City and the Director of Public Works of the County and shall be maintained at all times to the satisfaction of said City Engineer and Director of Public Works. The cost for construction of such local sewer line shall be borne entirely by City.
- b. To pay Maintenance District annually, for each fiscal year ending June 30, a service charge for sewage disposal services provided for the Properties hereunder (the "Service Charge"). The Service Charge shall be calculated on the same basis as those established, or to be established, for similar types of property with same use within the Maintenance District. Payment of the Service Charge by City shall be made within thirty (30) days of City's receipt of an invoice from Maintenance District for such Service Charge. In addition, the City shall, at the time the City connects a local sewer line from the Properties to the Sewage System, pay Maintenance District the sum of \$495.00 to provide the anticipated Service Charge for the first partial year of sewage disposal service.
- c. To be responsible for the maintenance of that portion of said local sewer line within the City's boundaries.
- d. That said local sewage line shall be constructed, operated, and maintained at all times in compliance with all County and Maintenance District requirements related to sewage discharges.
- e. To reimburse or cause reimbursement to the Maintenance District for any non-routine maintenance costs and expenses which occurs as a result of the sewage discharge from the Properties.
- f. To be responsible for all costs and expenses arising from or relating to the connection of said local sewage line to the Sewage System, and upon any termination of this Agreement shall remove any such connection at the expense of the City in a manner approved by the Maintenance District and in such a fashion that the Sewage System line at the point of connection shall be left in the same condition as before such connection was made.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

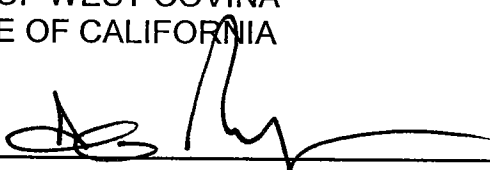
- a. It is agreed that the Maintenance District may change the Service Charge for any fiscal year following the initial fiscal year of this Agreement by written notice given to the City no later than seven (7) months prior to the end of the current fiscal year within which such notice is given.
- b. It is further understood and agreed that under the terms of this Agreement neither party to this Agreement shall acquire any right, title, or interest in the sewage system of the other party other than the right to convey sewage therein, in accordance with the terms and conditions of this Agreement and during the continuance thereof.
- c. This Agreement shall take effect as of the date of execution of all parties to this agreement.
- d. It is expressly understood that this Agreement shall only apply to sewage emanating within the area shown in Exhibit "A."
- e. The City shall indemnify, hold harmless, and defend County and Maintenance District, and their respective elected and appointed officers, agents, and employees from and against any and all liability, expenses (including defense cost, disbursements, and reasonable legal fees), and claims for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage arising from or relating in any way to the City's acts and/or omissions arising from or relating to this Agreement, including, but not limited to, mainline sewer facility flow conditions, the physical condition of the mainline sewer facilities, and sewer laterals leading thereto, and the lack or improper maintenance of backflow valve required by law. This indemnification provision applies only to such liability, expenses, and claims for damages as are related to said "City of West Covina Annexation No. 2004-03." This indemnification provision shall not apply to actions or claims arising from the County and Maintenance District's negligence or failure to provide services pursuant to this Agreement.
- f. The County and Maintenance District shall indemnify, hold harmless, and defend the City, and their respective elected and appointed officers, agents, and employees from and against any and all liability, expenses (including defense cost, disbursements, and reasonable legal fees), and claims for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage arising from or relating in any way to the County's or Maintenance District's acts and/or omissions arising from or relating to this Agreement, including, but not limited to, mainline sewer facility flow conditions, the physical condition of the mainline sewer facilities, and sewer laterals leading thereto, and the lack or improper maintenance of backflow valve required by law. This indemnification provision applies only to such liability, expenses, and claims for damages as are related to said "City of West Covina Annexation No. 2004-03." This

indemnification provision shall not apply to actions or claims arising from the City's negligence or failure to provide services pursuant to this Agreement.

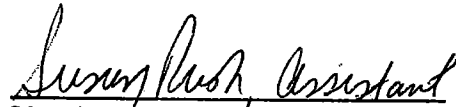
- g. The Parties hereto agree that this Agreement shall continue in effect until terminated: (i). by the express, written mutual agreement of the parties hereto; or, (ii). for any material breach of this Agreement by any one of the parties hereto.

IN WITNESS WHEREOF, the Board of Supervisors of Los Angeles County caused this Agreement to be executed by its chairman and attested to by its Clerk and City Council of the City of West Covina caused this Agreement to be executed by its City Manager and attested to by its Clerk all as of the day and year first hereinabove written.

CITY OF WEST COVINA  
STATE OF CALIFORNIA

By: 

ATTEST:

By:   
City Clerk

Approved as to Form

By:   
City Attorney

COUNTY OF LOS ANGELES  
STATE OF CALIFORNIA

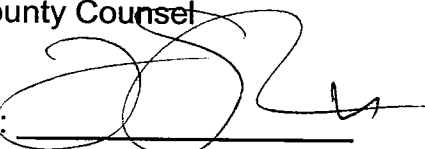
By: \_\_\_\_\_  
Chairman, Board of Supervisors  
Of the County of Los Angeles, as  
Governing body of Consolidated  
Sewer Maintenance District

ATTEST:

Executive Officer-Clerk  
Of the Board of Supervisors

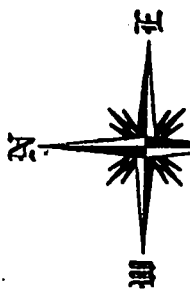
Approved as to Form  
Raymond G. Fortner Jr.  
County Counsel

By: \_\_\_\_\_

By: 

# EXHIBIT "A"

## CITY OF WEST COVINA ANNEXATION 2004-03



SCALE: N.T.S.

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